

RECOGNITION AGREEMENT

, 1965

1. Reference is made to the following instruments:

A. Land Disposition Agreement dated February 16, 1965, between Boston Redevelopment Authority (BRA) and Blair Associates whereby BRA agreed to sell certain land (the "Shopping Center") to Blair Associates, subject to the terms and conditions contained therein ("Disposition Agreement");

B. Deed dated , 1965, whereby BRA conveyed a portion of the Shopping Center to said Blair Associates ("Deed"); and

C. Lease dated , 1965, between Harold Burg, doing business as Blair Associates ("Landlord"), and Zayre of Roxbury, Inc., a Massachusetts corporation ("Tenant"), whereby Landlord leased to Tenant a portion of the premises conveyed by said Deed (said portion herein called "the demised premises"), subject to the terms and conditions contained therein ("Lease").

2. In consideration of the execution and delivery of said Lease by Tenant and in further consideration of the agreements of Tenant contained in Article 3 hereof, BRA does hereby agree that, in the event BRA shall during the term of the Lease hereafter reacquire title to the Shopping Center or any portion thereof pursuant to the Disposition Agreement or Deed or otherwise or shall hereafter exercise any right or privilege of BRA under either said Agreement or Deed or both, the Shopping Center and the demised premises shall, nevertheless, be subject to said Lease, and said Lease and Tenant's interest therein and its possession of the demised premises and all rights of Tenant under said Lease in and to the demised premises and the Shopping Center shall continue in full force and effect and shall not be terminated or disturbed, except in accordance with the terms and conditions contained in the Lease, provided, however, that no default then exists under

the Lease which would entitle the Landlord to terminate the Lease.

3. In consideration of the covenants and agreements of BRA contained herein, Tenant hereby agrees that if BRA, or any person claiming through or under BRA, shall succeed to the interest of the Landlord under the Lease, Tenant will: recognize the BRA or such person as its Landlord under the terms of said Lease; use the demised premises subject to the Lease; not use or devote the demised premises other than for uses specified in the Washington Park Urban Renewal Plan adopted by BRA on January 16, 1963; not discriminate upon the basis of race, color, creed, or national origin in the use or occupancy of the demised premises or in employment thereon; and comply with all state and local laws in effect from time to time forbidding such discrimination or segregation.

4. This Agreement shall not be construed as approval or disapproval of any of the terms or provisions of the Lease, as a waiver or release of the Landlord with respect to any of its obligations, duties, liabilities or responsibilities under the Disposition Agreement; or as any portion of the procedure for review of the design of the buildings and other improvements to be constructed on the Shopping Center pursuant to said Disposition Agreement.

5. Notwithstanding anything to the contrary herein contained, this Agreement shall be without force or effect until issuance by BRA to the Landlord, pursuant to the provisions of the Disposition Agreement, of a Certificate of Completion with respect to completion of the improvements in the Shopping Center and until the premises referred to in said Lease are formally opened for the sale of merchandise to customers.

6. This Recognition Agreement shall be binding upon and enure to the benefit of the respective parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Recognition Agreement as a sealed instrument as of this day of _____, 1965.

BOSTON REDEVELOPMENT AUTHORITY

By _____
Edward J. Logue
Development Administrator

ZAYRE OF ROXBURY, INC.

By _____
Stanley H. Feldberg
President

Performance by the Tenant
is Hereby Guaranteed:

ZAYRE CORP.

By _____
Stanley H. Feldberg
President

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. _____, 1965

Then came Edward J. Logue, Development Administrator, of the Boston Redevelopment Authority, and took oath that the foregoing was the free act and deed of said Authority.

Before me,

Notary Public

MEMORANDUM

June 24, 1965

TO: Boston Redevelopment Authority

FROM: Edward J. Logue, Development Administrator

SUBJECT: REQUEST FOR AUTHORIZATION TO EXECUTE "RECOGNITION AGREEMENT" WITH MAJOR TENANT IN WASHINGTON PARK SHOPPING CENTER

Attached is a form of "Recognition Agreement" which has been requested by Blair Associates' major tenant, Zayre of Roxbury, Inc. Under the terms of the Disposition Agreement with Blair Associates, the Boston Redevelopment Authority will be entitled to reversion of the Parcel F-1 shopping center property under certain conditions. Accordingly, Zayre has requested that the BRA agree, as a mortgagee possessing the right to foreclose generally does, that in the event of reversion, the tenant's leasehold interest will be respected, assuming that the tenant is not then in default under the lease.

It is in the best interest of all concerned that Zayre commence and maintain operations at the shopping center. Adoption of the following vote is therefore recommended:

VOTED: That following conveyance of Parcel F-1 in the Washington Park Urban Renewal Area to Blair Associates and execution of a lease between Blair Associates and Zayre of Roxbury, Inc., a Massachusetts corporation, the Development Administrator is hereby authorized, for and on behalf of the Authority, to enter into the "Recognition Agreement" between the Boston Redevelopment Authority and Zayre of Roxbury, Inc., substantially in the form presented, providing that in the event that the Boston Redevelopment Authority re-acquires title to said parcel or any part thereof, possession will be subject to the rights of Zayre of Roxbury, Inc. under said lease, provided that the lease is still in effect and Zayre of Roxbury, Inc. is not then in default thereunder; and that such agreement executed on behalf of the Authority by the Development Administrator to which a Certificate of this vote is attached shall conclusively be deemed authorized by the Authority.